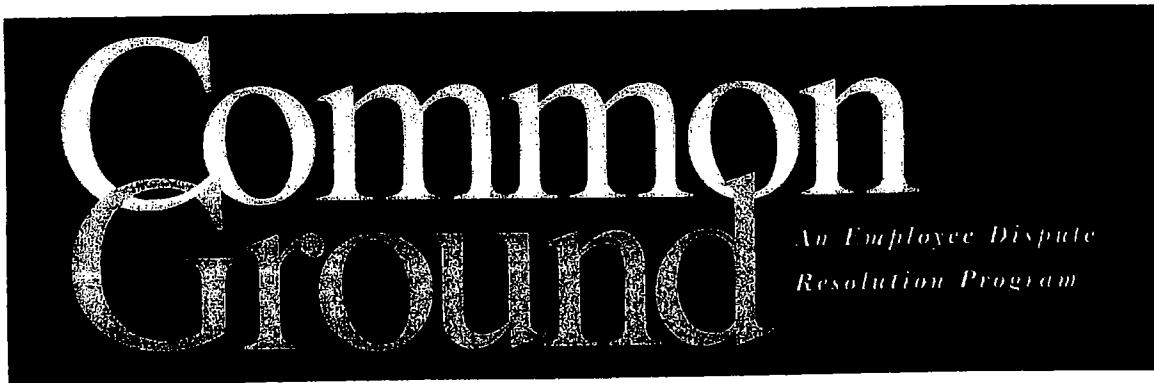


EXHIBIT A



The Johnson & Johnson Family of Companies has an exceptionally productive and creative workforce.

The Company's over 98,000 employees are its most valuable asset and have helped establish the Company as a leader in the health care industry.

As might be expected in a Company our size, there are occasions when differences arise on matters relating to an individual's employment.

In most cases, these differences are resolved quickly and amicably through the Company's Open Door Procedure, a process that encourages and supports open discussions with management and representatives of Human Resources.

There may be times, however, when disputes persist and employees feel that the only way to reach a resolution is through legal action. In general, this option proves to be stressful, expensive and time-consuming for both the employee and the Company, and often ends in disappointment for everyone.

We believe there is a better, faster and less costly way to resolve employment issues. That is why the Company has created **Common Ground, an Employee Dispute Resolution Program** (the "Program"). Designed to address and resolve employment disputes fairly, quickly, inexpensively and as amicably as possible, the Program supplements the existing Open Door Procedure and provides a variety of options for resolving employment disputes.

There are ~~three~~ parts to the program: Open Door, Facilitation and Mediation.

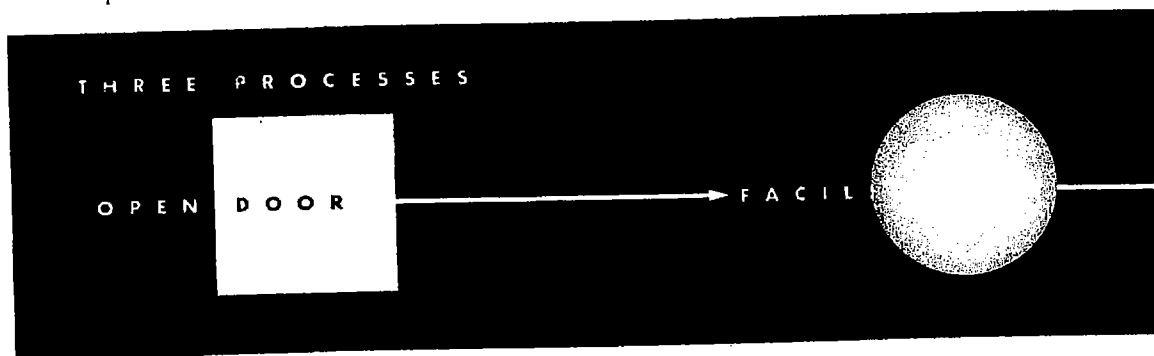
**We expect that the flexible procedures
available under the Program will be
highly successful at resolving disputes.**

However, if none of these steps resolves your dispute with the Company, you are free to pursue legal action in court.

Your first option is **Open Door**. Under Open Door, you are encouraged to resolve the problem through discussions with your supervisor or with your supervisor's boss. Members of the Human Resources Department are also available to help you

resolve the problem or complaint. If the problem remains unresolved, you can refer to your supervisor's manager or to whatever level of management is necessary to attempt to resolve the issue.

If the Open Door procedure does not resolve your dispute, you can go to your next option, **FACILITATION**. The



Introduction

Union Local is intended to provide employees with an accessible, flexible and constructive means of resolving employment disputes fairly, quickly and inexpensively. The three methods of resolving disputes under the Program are described in detail following.

TYPES OF DISPUTES COVERED BY THE PROGRAM:

The Program applies to all U.S. employees of the Company except employees in units that are represented by labor organizations, unless permitted by the applicable collective bargaining agreement.

The Program covers most, but not all, claims that you may have against the Company. Although almost any dispute can be raised through Open Door and Facilitation, only legally recognized claims may be submitted to Mediation.

The following disputes are covered by all three methods available under the Program:

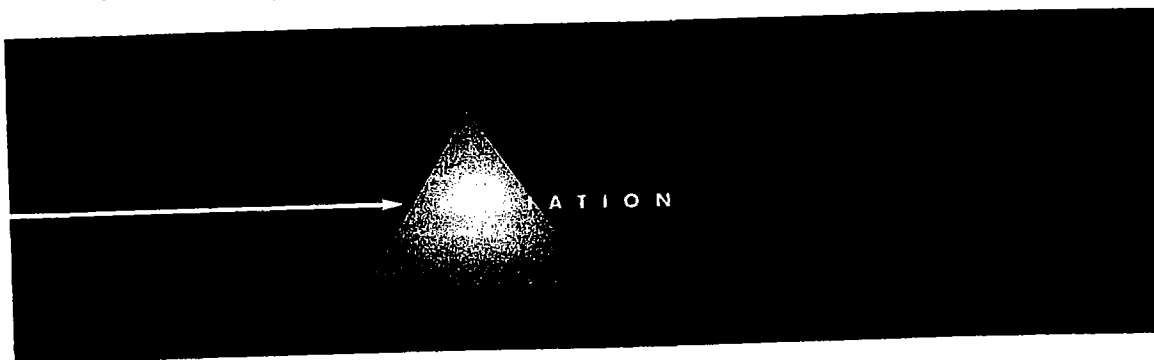
Company has designated a Facilitator to ensure that the Open Door process has been pursued fully. The Facilitator will review additional options for resolving the issue and help keep the lines of communication open. If your dispute remains unresolved, you can seek **MEDIATION**.

Mediation is an informal process that uses a neutral third party to assist both sides in attempting to reach a mutually beneficial or satisfactory resolution of their dispute.

We believe that the Common Ground Program provides a better means to resolve problems, in a way that is efficient, flexible, and fair to both you and the Company.

It is quicker and less costly than litigation. You are encouraged to use this Program and will not be subject to any reprisal or retaliation for doing so.

These three dispute resolution methods, and the way they work, are described in more detail in this brochure and in the questions and answers that follow. If you have questions after reading these materials, or would like more information about the Program, please contact your Human Resources Department.



wages or other compensation due; breach of contract; wrongful discharge; discrimination on the basis of race, color, sex, sexual orientation, religion, national origin, disability or age; harassment; retaliation; defamation; infliction of emotional distress; whistleblowing claims; termination; violation of Company policies; and any other legally protected rights. In the case of a claim for denial of benefits under the Johnson &

Johnson Employee Benefit Plan, any and all claim filings and appeal procedures must be undertaken and exhausted before the Program can be utilized.

The Program does not cover disputes relating to: claims for workers' compensation or unemployment benefits and claims by the Company for injunctive and/or other equitable relief for unfair competition, use of trade secrets or confidential information, or to enforce the terms of a Non-Compete, Secrecy, Non-Solicitation, or other

employment-related agreement. The Program does not affect the exclusive remedies provided under the applicable workers' compensation statute. The Program does not apply to challenges to the business decisions of the Company, such as decisions to restructure, reorganize, downsize or divest a business or to offer any Voluntary Separation or Early Retirement Programs, unless such decisions or programs violate the employee's legally protected rights.

THE PROGRAM IN DETAIL

The Open Door Procedure provides you with

If you have a work-related problem, you are encouraged to discuss it with your supervisor or the person to whom your supervisor reports. Many times a simple clarification of a work requirement, job assignment or supervisory

decision can eliminate the problem. You may wish to ask a member of the Human Resources Department to help you resolve the issue or act as an intermediary with your supervisor to attempt to resolve the problem.



You may raise any work-related matter under the Open Door Procedure. There is no required procedure to follow when initiating the Open Door process. You may raise your concerns in person, by telephone or in writing, whichever means is more comfortable for you. There is no formal documentation required during Open Door.

an opportunity
to resolve your disputes
quickly and informally.

Door

P R O C E D U R E

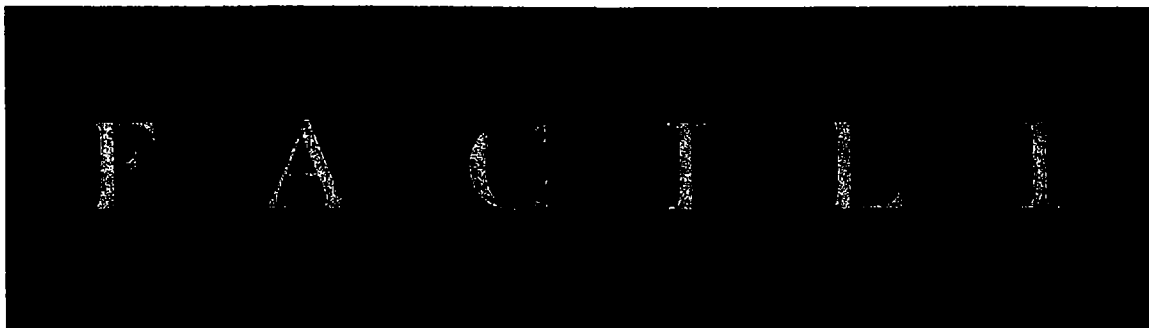
The Company will attempt to resolve your dispute through the Open Door process in a manner that is mutually satisfactory to you and to the Company. It is simply an informal way of resolving problems early, preserving working relationships, and promoting a productive working environment for everyone.

If you have tried the Open Door process and are not satisfied with the response that you received to your concerns, you may proceed to Facilitation.

However, in order to utilize Facilitation, you must have attempted to resolve your dispute through Open Door.

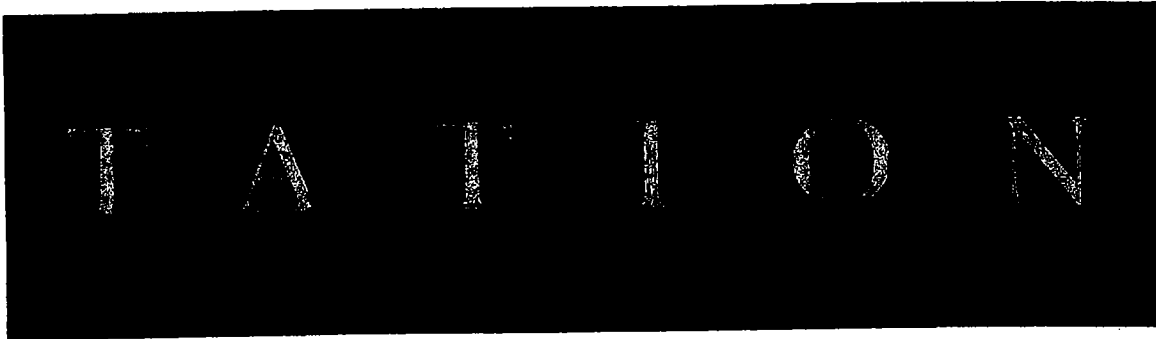
*If you feel that Open Door has not
resolved your concerns, then you may
proceed to FACILITATION.*

The Company has designated a Facilitator. If you wish to bring a dispute beyond the Open Door process, the Facilitator will make sure that Open Door has been exhausted and that there are no additional supervisors/managers who should be contacted for additional Open Door discussions.



*During Facilitation, you may
raise any work-related issue
that you were not able to resolve
through Open Door.*

The Facilitator will also work with you and the Company to keep lines of communication open. The Facilitator is not authorized to make judgments regarding the merits of a dispute or to render a decision. As in the case of Mediation, Facilitation is confidential in that neither side may use discussions or information from the Facilitation process in court.



There is no required procedure to initiate the Facilitation process. You may do so by contacting the Facilitator in person, by telephone, by email or in writing, whichever you choose.

The Facilitation process is required in order to utilize Mediation. If resolution is not reached during Facilitation, you may proceed to Mediation.

The third procedure available under the Employee Dispute Resolution Program is **MEDIATION.**

Mediation is a fair, straightforward and cost-effective method of examining and resolving disputes, offering many advantages for all parties over litigation.

The neutral, outside Mediator helps open up the lines of communication and assists the parties in attempting to reach a mutual and voluntary resolution of their dispute by identifying the issues, the strengths and weaknesses of their respective positions and exploring possible bases for agreement. The Mediator does not hand down a binding decision, but provides guidance or makes recommendations on how to settle a dispute. You and the Company are free to accept or reject the Mediator's suggestions.

The **Media**

Nothing in this Program prevents you from filing a claim with a federal or state administrative agency or from cooperating with a state or federal agency investigation. Nor does this Program prevent you from filing a lawsuit. However, if an employee notifies a federal or state agency of an employment-related issue or files a lawsuit, the Company will advise the agency or court of the existence of this Program and seek to stay or dismiss the agency or court proceeding until after the Program procedures are exhausted.

MEDIATION PROCEDURE:

To request Mediation, you submit a Mediation Request Form (available from the Program Administrator) to your Human Resources administrator. You also must submit a copy of the Mediation Request Form to the Program Administrator.

The Company will forward the request form to the American Arbitration Association ("AAA"), JAMS/Endispute, ADR Associates,

Taking advantage of the Company's Mediation procedure will not delay the act that forms the basis for the complaint. For example, if a decision has been made to place you on probation or to terminate you, that action will not be delayed by the initiation of Mediation.

The Mediation procedure only applies to disputes that involve legally protected rights.

That means any claim or dispute that a court would otherwise decide, including claims for discrimination, retaliation, or harassment on the basis of age, sex, sexual orientation, race, color, national origin, disability or any other status protected by law, breach of contract, wrongful discharge, defamation or any other cause of action relating to employment or the termination of employment.

tion P R O C E D U R E

or some other Mediation service if the parties agree. The AAA, JAMS/Endispute and ADR Associates are independent of Johnson & Johnson and have established reputations as premier providers of alternative dispute resolution services.

The parties will select a Mediator from the roster of employment Mediators provided by the Mediation service selected within 45 days of the date on which the Mediation Request Form is received by the Company. The Mediator shall be neutral and

impartial. Prior to appointment, the Mediator and the parties will disclose any conflicts of interests, affiliation or association between the Mediator and either party. The Program Administrator will assist the employee and the Company to select a mutually acceptable Mediator or, failing agreement, ask the Mediation service to appoint one. In the event the Mediation service is asked to appoint a Mediator, it will do so after proposing a list of at least

eight Mediators to the parties, allowing each side two strikes from the list, and obtaining a ranking of the remaining candidates from each party. The Mediator selected by the Mediation service will be the candidate with the highest combined ranking by both sides.

All Mediations under the Program will be conducted in the city where you are employed, in a city designated by the Mediator, or at any other convenient location agreeable to the

Mediator and the parties. In the case of a Mediation involving a remote field sales employee, or where the Mediation is scheduled in a city other than the employee's place of employment, the Company will defray the employee's reasonable travel costs to the location of the Mediation.

The Mediator will meet with you and a representative of the Company as soon as possible after his or her selection. The Mediator does not have the authority to impose a settlement or resolution on the parties but will

1	2	3
When you request Mediation, you and the Company will agree upon or, the Mediation Service will assign under the procedures specified above, a professional Mediator who is located close to your place of work.	The first meeting date is arranged as soon as possible after the Mediator is selected.	You and a Company representative will meet with the Mediator who will guide your discussion and attempt to help you work out your differences.

However, if you decide to bring an attorney to the Mediation, then the Company may bring one as well. In the event that either party elects to be represented by an attorney, it should notify the other party at least one week before meeting with the Mediator.

The Company will pay all of the administrative fees and expenses associated with the Mediation, including the cost of the Mediator, unless the employee elects to pay those costs. If you decide to consult with an attorney or be represented by one at the

Mediation, you will be responsible for your attorney's fees and expenses.

If you and the Company resolve the dispute with the assistance of the Mediator, the agreement will be set forth in a written Settlement Agreement and Release acceptable to both you and the Company and signed by the parties. If you and the Company do not reach a mutually satisfactory agreement, neither you nor the Company will have

attempt to resolve the dispute by discussing the issues with the parties together and separately, by making recommendations, and by seeking creative solutions to any problems that may exist. At the Mediation, the Mediator normally begins the meeting with both parties present to allow them to state their positions and better understand the situation. The Mediator may then conduct joint and separate meetings with the parties. For example, the

Mediator may first meet privately with you, and then with the Company's representative, to discuss the matter. The Mediator may move back and forth between the parties until the case is settled or until the parties determine that the case cannot be resolved.

The Company will be represented at the Mediation by a designated representative from the Human Resources Department and/or a representative of management. Usually neither side has a lawyer present at the Mediation.

The Mediator may meet privately with you and/or the Company during the mediation session to try to develop a better understanding of the problem, and help both sides solve it.

Mediation is generally a very successful process for most parties involved in a dispute; however, any agreement reached must be acceptable to both you and the Company.

lost any rights by participating in the Mediation process.

The Mediation hearing is private. No written transcript of the Mediation will be made, except that the terms of any settlement reached during the Mediation shall be written and signed by both parties. All statements, promises, offers and opinions made during Facilitation or Mediation, whether oral or written, will be confidential and will not be subject to discovery or be admissible for any

purpose, except in an action to enforce a Settlement Agreement which resulted from the Facilitation or Mediation. However, if the dispute is not resolved and the parties end up in litigation, evidence otherwise admissible or subject to discovery will not be excluded from discovery or become inadmissible simply as a result of its having been referred to or used in the Facilitation or Mediation process.

APPLICABLE MEDIATION

Rules

The Employment Mediation Rules of the American Arbitration Association ("AAA"), as amended and in effect as of the date of the submission of the dispute to Mediation, apply unless in conflict with the rules set forth herein, in which case these rules govern. A copy of the AAA Mediation rules can be obtained from Human Resources.

KEY

Advantages

OF MEDIATION:

Because Mediation preserves your rights.

It resolves the majority of cases.

It is generally the simplest resolution process of choice.

It offers the following advantages. It:

IMPACT OF THE PROGRAM ON Your Employment:

The Program does not establish any terms of your employment.

It creates a mechanism for attempting to resolve your employment-related disputes. It does not create a contract of employment, express or implied, for any period of time or guarantee that your employment will end only under certain conditions. The Program does not

alter or modify the "at will" employment relationship between you and the Company. By participating in the Program, you will not lose or compromise any substantive rights you have. The Program will not impair the right of the Company to make decisions regarding your compensation, benefits or continued employment.

**PROGRAM EFFECTIVE
DATE:**

The program is now effective and is the exclusive means for attempting to resolve employment disputes between employees and the Company, including disputes for legally protected rights such as freedom from

discrimination, retaliation or harassment. If you accept or continue employment with the Company after the Program goes into effect, you agree to process all employment-related legal claims against the Company through this Program.

- Provides the opportunity for both sides to tell their story.
- Lets both sides have a neutral third party perspective.
- Helps reduce feelings of hostility.
- Helps separate emotional issues from factual issues.
- Promotes discussion of fair and creative solutions.
- Helps people work problems out themselves.

**CHANGE OR
REVOCATION:**

The Company reserves the right to change or discontinue the Program at any time. Any claim submitted to Mediation under the Program before the effective date of any modification or discontinuance of the Program shall continue to be resolved through the Program as it existed before modification or discontinuance.

**ADDITIONAL
INFORMATION:**

If you have any questions regarding this Program, please contact your Human Resources Department or the program Facilitator.

Q Does the Employment Dispute Resolution Program apply to all employees of the company?

A The Program applies to U.S. based employees only. The Program does not apply to employees who are in a unit represented by a labor organization.

Q Why did the Company adopt this Program?

A The Program supplements the Open Door Procedure which has been in place for many years. It offers additional channels for resolving disputes without resorting to expensive, time consuming lawsuits that generally prove unsatisfactory for everyone involved.

Q What types of claims does this Program cover?

A The Open Door and Facilitation processes cover any type of issue related to your employment. Mediation, however, is intended to address claims or disputes that arise out of the employment relationship or termination of employment with the Company – claims that a court would otherwise decide. It covers claims such as wrongful discharge and discrimination based on age, race, sex, sexual orientation and/or religion. It does not cover disputes concerning workers' compensation, unemployment

QUESTIONS

Q What is Facilitation?

A The Company has designated a Facilitator to ensure that the Open Door process has been pursued fully. The Facilitator will review additional options for resolving the issue and help keep the lines of communication open. If your dispute remains unresolved, you can seek Mediation.

Q Who is the Facilitator of the Program?

A Marion HochbergSmith, Director of Corporate Equal Opportunity, has been designated as the Program Facilitator.

Her telephone number is: (732) 524-3273.

Q What is Mediation?

A Mediation, which is available if both Open Door and Facilitation fail to resolve your dispute, is an informal dispute resolution process conducted by a neutral third party, the Mediator. The Mediator helps open up lines of communication and focuses the parties on the strengths and weaknesses of their respective positions in an effort to move both sides toward a mutual and voluntary resolution of the dispute. The Mediator does not hand down a binding decision, but provides guidance to the parties on how to settle the dispute. If the Mediation is not successful, you are free to take your dispute to court, if you so choose. By participating in Mediation, you will have lost absolutely none of your rights.

claims, claims by the Company for injunctive or other equitable relief for unfair competition, use of Company trade secrets or confidential information or actions to enforce the terms of a non-compete, secrecy, nonsolicitation or other employment related agreement. Claims questioning the business decisions of the Company such as the decision to downsize or exit a business which may result in loss of jobs, are also excluded, unless such decisions violate the legally protected rights of the employee. Claims related to denial of benefits under the Company's Employee Benefit Plans must first be pursued through the existing claim filing and appeal procedures.

Q What is the Open Door Procedure?

A The Open Door Procedure is not new. It remains the first and simplest avenue for an employee to raise his or her concerns with managers.

Under the Open Door Procedure you are encouraged to resolve the problem through discussions with your supervisor. Members of the Human Resources Department are also available to help you resolve the problem or complaint. If the problem remains unresolved, you can refer to your supervisor's manager or to whatever level of management you feel is necessary to attempt to resolve the issue.

ANSWERS

Q What are typical Mediation procedures?

A When you request Mediation, the parties will agree on a conveniently located professional Mediator selected from panels provided by the American Arbitration Association, JAMS/Endispute, ADR Associates, or other providers approved by the parties. If the parties do not agree on a Mediator, the Mediation service will select one, following the procedures set forth in the Program Rules.

- The first meeting date is arranged as soon as possible after the Mediator is selected.
- You and a Company representative will meet with the Mediator who will

guide your discussion and attempt to help you work out your differences.

- The Mediator may meet privately with you and/or the Company representative to try to develop a better understanding of the problem.
- The Mediator may make a recommendation as to how to resolve the dispute.

Q What are the advantages of Mediation?

A Mediation has many advantages. It:

- provides the opportunity for both sides to air their grievances.
- gives both sides the benefit of a neutral, third-party perspective.
- helps separate emotional issues from factual issues.

- promotes discussion of fair, creative, solutions.
- helps people work problems out themselves.
- is relatively quick.

Q Will I have to pay for any part of the Mediation?

A The Company will pay for the administrative costs and the fee for the Mediator, although you may pay, if you choose to do so. If you consult an attorney, or are represented by counsel at the proceedings, you are responsible for the payment of your attorney's fees and expenses.

Q Do Mediators have the authority to award monetary damages?

A No. The Mediator does not render a decision, but simply helps guide the parties toward a resolution of their dispute. The resolution must be agreed to by the employee and the Company and may or may not involve the payment of money.

Q Do Mediators have the authority to render a binding award?

A No. The dispute is not settled unless and until the parties agree to a resolution and sign a statement, including a release, indicating the matter has been resolved.

Q If I am discharged and seek to mediate, does the Mediator have the power to reinstate me?

A No. Depending on the facts, the Mediator might suggest that reinstatement is appropriate, but cannot order the Company to reinstate you.

Q Can I have a lawyer present at the Mediation hearing?

A Yes. The Mediation process does not require you to be represented by a lawyer, but you may use a lawyer if you

choose. You may consult with an attorney prior to the Mediation and, if you wish, an attorney may represent you at the Mediation itself. However, you will be responsible for your attorney's legal fees and expenses. If you plan to be represented by counsel at the Mediation, you must notify the Company at least one week before the Mediation date. The Company may then also choose to have an attorney present at the Mediation.

Q Will I be able to go to the Equal Employment Opportunity Commission ("EEOC") after the Program takes effect?

A Yes. You are still free to consult the EEOC, the appropriate state Human Rights Commission or any other government agency regarding your workplace problem or dispute. However, the Company will advise the Agency of the existence of this Program and ask it to defer proceeding until the Program procedures have been exhausted.

Q If I am fired, does utilizing Open Door, Facilitation, or filing a request for Mediation delay the decision to terminate me?

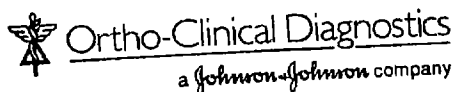
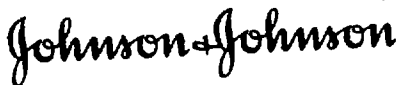
A No.

Q What happens if I file a lawsuit against the Company relating to a dispute without first using this Program?

A If you file a lawsuit before going through those steps, the Company will notify the court of this Program and ask the court to dismiss or stay the case until the process is complete.

Q What if I'm not satisfied with the results of the Program?

A If you are not satisfied after pursuing all processes available under the Program, you are free to pursue the claim in court if you choose.



Johnson & Johnson Consumer Products Company
Johnson & Johnson Consumer Products Worldwide
Johnson & Johnson Sales and Logistics Company
Johnson & Johnson Consumer Shared Services





EXHIBIT B

REQUEST FOR MEDIATION

TO: Christopher Lionette
Johnson & Johnson Manager of Common Ground Mediations
One Johnson & Johnson Plaza, WH3111
New Brunswick, NJ 08933

I am submitting the following dispute for resolution under the Common Ground Employment Dispute Resolution Program. I agree that all discussions and statements made, whether written or oral, in connection with Facilitation and Mediation are confidential, and neither I nor the company will use or offer evidence of them in any legal proceeding except to enforce a settlement agreement reduced to writing and signed by the parties.

Name: ZAHRA MOWAFY

Home Address: 1119 Dorset Drive
West Chester, PA 19382-8007

Home Telephone No: (610) 793-9904

Current (or Last) Business Address: c/o William T. Wilson, MacElree Harvey, Ltd.,
17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660

Business Telephone No: (610) 840-0206

Description of Dispute (attach additional pages or relevant documentation if necessary):

Claims of discrimination based on race, national origin, religion, and
age in violation of Title VII of the ADEA, against Noramco of Delaware,
Inc.

**ATTACH ANY CORRESPONDENCE OR OTHER DOCUMENTS THAT RELATE TO
THE DISPUTE**

The incident(s) I am complaining about occurred on the following date(s) and time(s):
From September 17, 2001 through January 9, 2003 termination.

Expectations/Possible Remedies/Corrective Actions (Be brief):

Reinstatement to employment, correction of employment record, back pay.

Name(s) and work location(s) of other person(s) with knowledge of the claim and/or incident(s),
including the names of individuals within the Company with whom you have discussed the dispute:

Equal Employment Opportunity Commission.

Offers of Resolution made to me which I have declined: None.

I will ☒ will not ☐ be represented by counsel. The name and address of my counsel is:

William T. Wilson - See business address above.

A copy of this Request for Mediation must be mailed to:

Christopher Lionette
Manager of Common Ground Mediations
732-524-6295
Johnson & Johnson
One Johnson & Johnson Plaza, WH-3111
New Brunswick, New Jersey 08933

Signature:



Dated:

4/27/04

Print Name:

William T. Wilson

Company:

MacElree Harvey, Ltd.